SO ORDERED,

Judge Jason D. Woodard

United States Bankruptcy Judge

The Order of the Court is set forth below. The case docket reflects the date entered.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI

IN RE: MSM FARMS DIRT MOVING, LLC **NO. 14-11747-JDW**

SOUTHERN BANCORP BANK **MOVANT**

VS.

MSM FARMS DIRT MOVING, LLC, DEBTOR **RESPONDENTS**

AGREED ORDER ON MOTION TO ABANDON COLLATERAL AND LIFT STAY, OR ALTERNATIVELY FOR ADEQUATE PROTECTION (DKT #11)

This matter having come on before this Court on the motion of Southern Bancorp Bank (“Bank”) to abandon collateral, lift and terminate the automatic stay of 11 U.S.C. § 362, or alternatively for adequate protection and the Court having found that notice and hearing have been appropriate under the circumstances and that the Debtor and the Bank are agreeable to the entry of this Order. Based on that agreement,

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

1. MSM Farms Dirt Moving LLC is indebted to the Bank under a Promissory Note no. ****458, a copy of which is attached as Exhibit "A" to the Bank’s motion. As of May 6, 2014, the balance due was $149,373.75 plus interest accruing thereafter and all fees and

expenses due. As collateral for the indebtedness due, MSM Farms Dirt Moving LLC pledged to the Bank a 2009 John Deere tractor and a 2007 John Deere tractor as more fully described in and evidenced by the Commercial Security Agreement and UCC Financing Statements, copies of which are attached as Exhibit "B" to the Bank's motion.

2. The Debtor has failed to provide Bank with adequate protection as required by 11 U.S.C. § 362 and § 363 and has defaulted on the payments due to Bank.

3. The Bank holds a properly perfected, non-avoidable security interest in all of the collateral described above (hereinafter the "Collateral").

4. As adequate protection of the Bank's interests and for the Debtor's continued use of the Collateral, the Debtor shall continue to pay all payments due to the Bank on the above Notes as and when due. If any payment is not paid to Bank within 30 days after any such payment is due, Bank's collateral will be automatically abandoned and the automatic stay of 11 U.S.C. § 362 shall immediately terminate as to any and all of Bank's collateral without further order of this Court. Provided there is no further event of default, the attorney fees and expenses incurred by the Bank will be due with the last payment due to Bank.

5. The Debtor shall be required to maintain comprehensive insurance on the Collateral, including but not limited to, theft, physical damage and loss coverage with the Bank named as loss payee. The Debtor shall provide Bank with proof of such insurance by **June 30, 2014.** If the Debtor fails to provide the required insurance by June 30, 2014 or such insurance thereafter lapses or is canceled for any reason and is not reinstated within 10 days after such lapse or cancellation, the Collateral will be automatically abandoned and the automatic stay of 11 U.S.C. § 362 shall immediately terminate as to any and all of the Collateral without further order of this Court. Any proceeds from insurance on the Collateral (up to the maximum amount of the indebtedness due) shall constitute the cash collateral of the Bank and may not be used by the Debtor without the Bank's prior written permission.

6. The Debtor shall pay any and all taxes and assessments due on the Collateral as and when due. If the Debtor fails to pay any tax or assessment due on the Collateral within 90 days after they are due, the Collateral will be automatically abandoned and the automatic stay of 11 U.S.C. § 362 shall immediately terminate as to any and all of the Collateral without further order of this Court.

7. The Debtor shall immediately execute any and all additional documents on Bank's customary forms as required by the Bank to effectuate the terms of this Order. Notwithstanding the execution and recordation of additional documents, the Bank shall retain its present lien status on all collateral until all of the indebtedness due the Bank is paid in full.

8. This Order shall govern the Bank's treatment under any plan and is hereby incorporated therein.

9. This Order shall become immediately effective and enforceable upon its entry and shall not be stayed as set forth in Bankruptcy Rule 4001 (a)(3).

##END OF ORDER##

Approved:

/s/ Jeff Rawlings
Attorney for Southern Bancorp Bank

/s/ Jeffrey A. Levingston
Attorney for Debtor

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